

FILED
GREENVILLE CO. S. C.

1978 12 32 P

1442 rec 708

MORTGAGE

THIS MORTGAGE is made this 26th day of August 1978, between the Mortgagor, Dennis W. Horton and Annie Lou Knight Horton (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United State of America, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

C
O
R
P
O
R
A
T
I
O
N

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Eight Thousand Nine Hundred and No/100 (\$38,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 26, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2008;

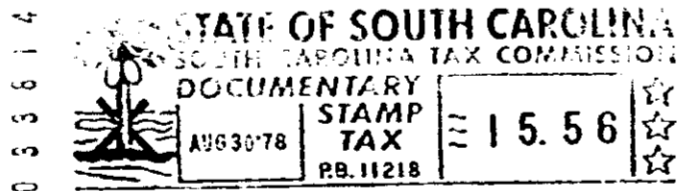
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

S
C
A
R
O
L
I
N
A

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and according to a plat prepared of said property by J. L. Montgomery, III, Surveyor, April 18, 1975, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-S, at Page 88, having the following courses and distances, to-wit:

BEGINNING at a point in or near the center of Berry Road, joint corner of property now or formerly owned by R. E. Anthony, and running with said road, N. 47-05 W. 81.5 feet to a point in said road; thence continuing with said road, N. 53-01 W. 100 feet to a point in or near the center of said road; thence continuing with said road, N. 54-51 W. 35 feet to a point in or near the center of said road; thence, S. 38-43 W. 837.06 feet to an iron pin; thence, S. 17-33 E. 250 feet to an old iron pin; thence, N.58-57 E. 150.65 feet to an old iron pin; thence running with the common line of property now or formerly owned by R. E. Anthony, N. 35-42 E. 834.94 feet to a point in or near the center of Berry Road, the point of Beginning.

The within property is the same property conveyed to the Mortgagors herein by deed of Wilma R. Gault and E. Franklin Gault of even date herewith and recorded simultaneously with the recording of this instrument.



which has the address of Route 3, Box 208-C Pelzer, South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

9708

4328 RV.2